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February 12, 2010

VIA ECF

Hon. Jose L. Linares, U.S.D.J.
United States District Court for the
District of New Jersey
Martin Luther King, Jr. Federal Building
50 Walnut Street, Room 2042
Newark, New Jersey 07101

Re: *Larson, et al. v. AT&T Mobility LLC f/k/a*
Cingular Wireless LLC, et. al.
Civ. No.: 07-5325 (JLL)

Dear Judge Linares:

This firm represents the Sprint defendants in the above-referenced matter. We regret troubling the Court, however, there is continued litigation in In re: Cellphone Termination Fee Cases JCCP 4332. This continued litigation involves claims that were settled and released pursuant to the Settlement that was approved by this Court's Opinion of January 15, 2010 [Doc. No. 438] and Order of that same date [Doc. No. 437]. As Your Honor can see from the filing attached as Exhibit A, certain counsel, many of whom appeared before Your Honor at the Fairness Hearing, have recently filed an application to renew a request for a temporary restraining order and injunctive relief in the California Subscriber case. That application was previously enjoined by this Court. The attached application is plainly a collateral attack on this Court's Opinion and Order approving the Settlement in this matter.

As Your Honor will recall, an All Writs Act Injunction was initially entered on January 26, 2009, staying among other things further litigation of the California Subscriber case [Doc. No. 139]. A copy of that Opinion is annexed hereto as Exhibit B. As the Court noted therein, "to allow the Subscriber Class case to go forward with its request for injunctive relief in California would directly undermine the Larson Settlement . . ." [Doc. No. 139 at p. 3]. That injunction was extended by this Court on April 30, 2009 [Doc. No. 322] up until the date the Opinion regarding final approval of the Settlement was issued. Unfortunately, the need for additional injunctive relief is now both immediate and apparent.

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We respectfully request that the Court execute the proposed Final Judgment that was submitted on February 5, 2010 as soon as possible. [Doc. No. 454]. A copy of the February 5, 2010 filing is annexed hereto as Exhibit C. The Final Judgment contains the following permanent injunctive relief:

23. No Settlement Class Member, either directly, representatively, or in any other capacity (other than a Settlement Class Member who validly and timely submitted a valid Request for Extension), shall commence, continue, or prosecute any action or proceeding against any or all Sprint-Nextel Released Parties in any court or tribunal asserting any of the Class Released Claims defined in the Agreement, and are hereby permanently enjoined from so proceeding.

This language is virtually identical to the language in the proposed Final Judgment that was appended to the Motion for Preliminary Approval [Doc. No. 84-4]. The entry of this proposed form of Final Judgment is referenced in the Settlement Agreement as a requirement for Sprint's approval of the Settlement [Doc. No. 84-2 p. 44]. No party objected to this injunctive relief language at the Final Fairness Hearing or at any other time, nor has a single objection been registered to the request for entry of the Final Judgment that was made on February 5, 2010. Accordingly, it is respectfully requested that the Court execute the Final Judgment so that the annexed application will be enjoined.

If the Court desires, we are available for a conference or other appearance in connection with this request. Thank you for Your Honor's consideration.

Respectfully submitted,

s/ Joseph A. Boyle

Joseph A. Boyle

JAB:mc
Attachments
cc: All Counsel (via ECF)